



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

**MSF 39**

**RFP Title:**  
Industrial Hygiene Services

**RFP Response Due Date and Time:**  
Open

**Number of Pages:** 17

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Wayne Dillavou

**Issue Date:**  
March 1, 2010

Montana State Fund  
PO Box 4759  
Helena, MT 59604-4759

**Phone:** (406) 444-6604  
**Fax:** (406) 444-1493

**TTY Users, Dial** 711

**Website:** <http://vendor.mt.gov/>

## INSTRUCTIONS TO OFFERORS

**Return Sealed Proposal to:**

Wayne Dillavou  
Montana State Fund  
5 South Last Chance Gulch  
Helena, MT 59604-4759

**Mark Face of Envelope/Package:**

**RFP Number:** MSF 39  
**RFP Response Due Date:** Open

**Special Instructions:**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

## OFFERORS MUST COMPLETE THE FOLLOWING

**Offeror Name/Address:**

**Authorized Offeror Signatory:**

(Please print name and sign in ink)

**Offeror Phone Number:**

**Offeror FAX Number:**

**Offeror E-mail Address:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

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## INSTRUCTIONS TO OFFERORS

**It is the responsibility of each offeror to:**

**Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State Fund or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

**Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

**The following items MUST be included in the response to be considered responsive.  
Failure to include any of these items may result in a nonresponsive determination.**

**Signed Cover Sheet**

**Signed Addenda (if appropriate)**

## SCHEDULE OF EVENTS

### EVENT

### DATE

RFP Issue Date..... March 1, 2010

RFP Response Due Date ..... Open

Intended Date for Contract Award ..... Open

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### **1.0 PROJECT OVERVIEW**

The MONTANA STATE FUND, hereinafter referred to as “State Fund” is pleased to invite you to submit a proposal for Industrial Hygiene (IH) Services, specified herein. The State Fund is seeking proposals from qualified vendors to provide IH services to State Fund policyholders under written contracts between State Fund and each Contractor awarded a contract under this RFP. This is a non-exclusive agreement. The State Fund may enter into contracts with more than one Contractor, and may enter into contracts with additional Contractors at any time. Under this agreement there is no guarantee of the number of referrals that will be made to the Contractor. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

### **1.1 CONTRACT TERM**

The contract term is for a period of two years. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State Fund. This contract, including any renewals, may not exceed a total of seven years, at the option of the State Fund.

### **1.2 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until a Contractor is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any State Fund staff or officials regarding this procurement, except at the direction of Wayne Dillavou**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Wayne Dillavou  
Address: PO Box 4759  
Telephone Number: (406) 444-6604  
Fax Number: (406) 444-1493  
E-mail Address: wdillavou@montanastatefund.com

### **1.3 REQUIRED REVIEW**

**1.3.1 Review RFP.** Offerors should carefully review the instructions, mandatory requirements, specifications, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification. The State Fund will make any final determination of changes to the RFP.

### **1.4 GENERAL REQUIREMENTS**

**1.4.1 Acceptance of Contract.** By submitting a response to this RFP, Contractor agrees to acceptance of the draft contract as set out in Appendix A of this RFP.

**1.4.2 Resulting Contract.** This RFP and any addenda, and the Contractor's RFP response, including any amendments, shall be included in any resulting contract. State Fund's contract, attached as Appendix A, contains the contract terms and conditions which will form the contract between State Fund and the Contractor.

In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by State Fund, will govern in the same order of precedence as listed in the contract.

**1.4.3 Mandatory Requirements.** To be eligible for consideration, a Contractor ***must*** meet the intent of all mandatory requirements. State Fund will determine whether a Contractor's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed non-responsive.

**1.4.4 Understanding of Specifications and Requirements.** By submitting a response to this RFP, Contractor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

**1.4.5 Prime Contractor/Subcontractors.** The State Fund reserves the right to approve all subcontractors. The Contractor shall be responsible to State Fund for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and State Fund.

**1.4.6 Contractor's Signature.** Appendix B must be signed in ink by an individual authorized to legally bind the business submitting the response. The Contractor's signature on Appendix B in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude State Fund from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

## **SECTION 2: RFP STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of section 39-71-2315, MCA (Montana Code Annotated). The nonexclusive RFP process is a procurement option allowing the award to be based on stated requirements. No other requirements, other than as outlined in the RFP, will be used.

### **2.1 CONTRACTOR COMPETITION**

The State Fund encourages free and open competition among offerors. Whenever possible, the State Fund will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State Fund's need to procure technically sound, cost-effective services and supplies.

### **2.2 RECEIPT OF RESPONSES AND PUBLIC INSPECTION**

**2.2.1 Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of responses has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by State Fund; and (3) other constitutional protections.

**2.2.2 Procurement Officer Review of Responses.** Upon opening the responses received in response to this RFP, the procurement officer in charge of the solicitation will review the responses and

separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the response.
- The response does not contain confidential material in the cost or price section.
- An affidavit from a Contractor's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each response containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Contractors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## **2.3 CLASSIFICATION OF RESPONSES**

**2.3.1 Classification of Responses as Responsive or Nonresponsive.** All responses will initially be classified as either "responsive" or "non-responsive". Responses may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the response is not within the plans and specifications described and required in the RFP. If a response is found to be nonresponsive, it will not be considered further.

**2.3.2 Determination of Responsibility.** The procurement officer will determine whether a contractor has met the standards of responsibility. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If a contractor is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected contractor.

**2.3.3 Contract Award.** Contract award, if any, will be made to any contractor who meets the requirements of this RFP, and provides all required documents, and successfully completes contract negotiation. A formal contract utilizing the draft contract attached as Appendix A will be executed by all parties.

## **2.4 STATE FUND'S RIGHTS RESERVED**

While State Fund has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by State Fund to award and execute a contract. Upon a determination such actions would be in its best interest, State Fund, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all responses received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any response;
- not award if it is in the best interest of the State Fund not to proceed with contract execution; or
- if awarded, terminate any contract if the State Fund determines adequate state funds are not available.

## **SECTION 3: SCOPE OF PROJECT**

### **3.0 CONTRACTOR REQUIREMENTS**

1. An IH service Contractor must provide a copy of its business license and professional certification to State Fund indicating the ability to conduct business and perform the services required under this RFP. A copy of the certificate must be provided to State Fund prior to contract award.
2. All Contractors must retain records that fully disclose the extent and nature of services provided for each policyholder referred by State Fund.
3. All Contractors must accept State Fund payment as payment in full for services rendered and not charge a referred policyholder additional fees.
4. All Contractors must ensure the confidentiality of IH records and any other records related to the policyholder.

### **3.1 GENERAL TERMS OF PAYMENT**

1. All bills must be submitted on invoice forms provided by the Contractor, with sufficient detail to show the IH services provided to each policyholder and the fees for each.
2. All equipment charges, if any, must be separately itemized in the Contractor's invoice. Billing must be submitted within ten days of the end of each calendar quarter.

### **3.2 SCOPE OF SERVICES: INDUSTRIAL HYGIENE SERVICES**

The Contractor will provide, upon request by the State Fund, the following services:

1. Development of sampling strategies and procurement of applicable sampling media.
2. Industrial hygiene sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry best guidelines.
3. Analysis compared to ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab should complete lab work.
4. Production of a report that contains the sampling strategies, equipment used, calibration methods and documentation, chain of custody confirmation, results of the sampling, and appropriate recommendations for action by the policyholder.
5. A Certified Industrial Hygienist shall review the sampling strategies, analysis and resulting report with the emphasis on adherence to accepted industry practices.
6. The Contractor will provide necessary testing and sampling equipment and supplies.
7. The Contractor will designate a representative who will be available as needed for business review and provide a phone number and e-mail address for that representative.

### **3.3 COMPENSATION**

Compensation will be based on the Contractor's usual and customary fees for the services to be provided under this RFP, plus the Contractor's usual and customary charges for equipment and supplies provided in connection with these services.

## SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

### **4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT**

The State Fund may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State Fund reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the State Fund that the Contractor is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

## APPENDIX A: CONTRACT

### CONTRACT FOR INDUSTRIAL HYGIENE SERVICES

#### Contract ID No. OS-IH-

THIS AGREEMENT is made and entered into between the **MONTANA STATE FUND**, 5 South Last Chance Gulch, PO Box 4759, Helena, Montana 59604-4759, hereinafter called "State Fund" and \_\_\_\_\_, hereinafter called the "Contractor."

For and in the consideration of the mutual and reciprocal covenants, promises and agreements of the parties as contained herein, the parties agree as follows, with the foregoing recitals incorporated therein.

This is a non-exclusive agreement. The State Fund may enter into contracts with more than one Contractor, and may enter into contracts with additional Contractors at any time. Under this agreement there is no guarantee of the number of referrals that will be made to the Contractor.

### SECTION 1 SCOPE OF WORK

#### Purpose

The purpose of this agreement is to provide industrial hygiene (IH) services to policyholders of the State Fund referred by the State Fund to the Contractor. The State Fund does not guarantee any number of referrals under this agreement, and other vendors may be added at any time.

#### Contractor Requirements

1. Contractor must provide a copy of its business license and professional certification to the State Fund indicating the ability to conduct business in accordance with this contract. A copy of the certificate must be provided to the State Fund prior to contract award.
2. All Contractors must retain records that fully disclose the extent and nature of services provided for each referred policyholder.
3. All Contractors must accept State Fund payment as payment in full for services rendered.
4. All Contractors must ensure the confidentiality of employer records and any other records related to the policyholder.

#### Scope of Service: Industrial Hygiene Services

The Contractor will provide, upon request by the State Fund, the following services:

1. Development of sampling strategies and procurement of applicable sampling media.
2. Industrial hygiene sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry best guidelines.
3. Analysis compared to ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab should complete lab work.

4. Production of a report that contains the sampling strategies, equipment used, calibration methods and documentation, chain of custody confirmation, results of the sampling and appropriate recommendations for action by the policyholder.
5. A Certified Industrial Hygienist shall review the sampling strategies, analysis and resulting report with the emphasis on adherence to accepted industry practices.
6. The Contractor will provide necessary testing and sampling equipment and supplies.
7. The Contractor will designate a representative who will be available as needed for business review and provide a phone number and e- mail address for that representative.

## **SECTION 2**

### **PAYMENT**

1. Compensation will be based on the Contractor's usual and customary fees for the services to be provided under this RFP, plus the Contractor's usual and customary charges for equipment and supplies provided in connection with these services.
2. Billing must be submitted on an invoice form with sufficient detail for the State Fund to discern the date of services, type of services and policyholder served. Billing must be submitted within 30 days of the end of each calendar quarter.
3. Payment will be made by the State Fund within 30 days of submission of each invoice from Contractor.
4. Payment to Contractor will be made by electronic funds transfer. All Contractors will be required to provide banking information at the time of contract execution in order to facilitate the State Fund electronic funds transfer payments. Banking information may be provided on a Form 1199A prepared by Contractor's bank, or a voided check. Contractor must also provide a completed W-9 form.

## **SECTION 3**

### **TERM/RENEWAL**

The term of this contract will be \_\_\_\_\_ through \_\_\_\_\_. This contract shall not be effective until duly signed by all the parties hereto. Renewals of the contract, by mutual agreement of both parties, may be made at one year intervals, or any interval that is advantageous to the State Fund, not to exceed a total of seven years, at the option of the State Fund.

## **SECTION 4**

### **RECORDS**

The Contractor shall record all information and data obtained in the performance of the Agreement and shall make such information available to the State Fund upon request. Upon completion of this Agreement, all information and data shall become the property of the State Fund.

## **SECTION 5**

### **RELEASE OF INFORMATION**

The Contractor and the State Fund agree that any and all public releases of information pertaining to this Agreement be submitted to, approved, and released by the State Fund provided that the State Fund may authorize the Contractor in writing to release such information.

## **SECTION 6**

### **STATE FUND ASSISTANCE**

It is agreed State Fund shall cooperate with the Contractor and provide such information as is necessary for Contractor to provide the services as set forth in Section 1.

## **SECTION 7**

### **ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

## **SECTION 8**

### **COMPLIANCE WITH WORKERS' COMPENSATION ACT**

The Contractor is required to supply MSF with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

**CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.**

Coverage may be provided through a private carrier or through the Montana State Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

## **SECTION 9**

### **HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to protect, defend, and save the state of Montana, MSF, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of MSF, under this agreement.

**SECTION 10**  
**ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of MSF. (Section 18-4-141, MCA.)

**SECTION 11**  
**COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**SECTION 12**  
**MODIFICATIONS**

No letter or other communication passing between the parties to this Agreement concerning any matter during this contract period shall be deemed a part of this Agreement unless it is distinctly stated in such letter or communication that it is to constitute part of this Agreement and is signed by the authorized representatives of each of the parties to this Agreement.

**SECTION 13**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

**SECTION 14**  
**INSURANCE REQUIREMENTS**

The contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants.

The contractor must provide a certificate for Commercial General Liability, Commercial Auto and Professional Liability coverage, to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 per claim, and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

**SECTION 15**  
**LIMITS OF AGREEMENT**

This instrument contains the entire Agreement between the parties, and no statements, promises of inducements made by either party, or agents of either party, which are not contained in the written Agreement shall be valid

or binding. This Agreement may not be enlarged, modified or altered except as provided in Section 11, Modifications of this contract.

## **SECTION 16**

### **NON-DISCRIMINATION**

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Vendors should provide as much advance notice as possible.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for supplies and services necessary as a result of this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under a subsequent contract.

## **SECTION 17**

### **LIAISON**

The State Fund has designated Wayne Dillavou, Safety Services Leader, as liaison to whom Contractor is to direct its communications concerning the Agreement. Contractor has designated \_\_\_\_\_ as its liaison to whom the State Fund is to direct its communications concerning this Agreement.

## **SECTION 18**

### **REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

## **SECTION 19**

### **TERMINATIONS**

This Agreement shall continue in force and govern all transactions between the parties for the term stated in Section 3, or until canceled or terminated by either party. It is further agreed that either party may cancel this Agreement as a convenience cancellation without cause upon 30 days written notice to the other party. In the event of termination, the Contractor shall be paid for the work performed or services rendered through the date of termination and reports prepared and information collected by the Contractor prior to termination shall become the property of the State Fund and shall be delivered to the State Fund within a reasonable time. The

State Fund may terminate this agreement upon 30 days written notice if Contractor fails to perform its contractual duties or responsibilities.

**SECTION 20**  
**VENUE**

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**SECTION 21**  
**FAILURE OF ENFORCEMENT IS NOT A WAIVER**

Failure of the State Fund to enforce any of the provisions of this contract does not constitute a waiver of that provision or affect any part of this contract, or the right of the State Fund to later enforce that provision.

**SECTION 22**  
**BEST EFFORTS OF CONTRACTOR**

Contractor agrees that it will at all times faithfully, industriously, and to the best of its ability, experience and talents, perform all of the duties and obligations that may be required of it pursuant to the express terms of the agreement. Contractor agrees to conduct itself so as not to diminish the good will and reputation of the State Fund and to abide by all applicable laws, rules, and regulations. Contractor further agrees to comply with, abide by, and be bound by the terms, conditions and covenants of this agreement.

**CONTRACTOR**

**MONTANA STATE FUND**

By: \_\_\_\_\_

By: \_\_\_\_\_  
PETER STRAUSS,  
VP Insurance Operations Support

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for legal content by:

\_\_\_\_\_  
NANCY BUTLER, General Counsel

Date: \_\_\_\_\_

## APPENDIX B - RESPONSE SHEET

### INDUSTRIAL HYGIENE SERVICES PREFERRED PROVIDER

By signing below, it is agreed as follows:

1. That the Scope of Services can be provided by the Contractor.
2. That Contractor accepts the Montana State Fund's Contract terms.
3. The Contractor's usual and customary fees for the services it will provide under this RFP are attached.

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Business Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail address: \_\_\_\_\_